



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and MARY BUSH

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and MARY BUSH (hereinafter referred to as the "DIRECTOR OF STUDENT SUPPORT SERVICES").

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF STUDENT SUPPORT SERVICES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF STUDENT SUPPORT SERVICES by way of this Agreement and the DIRECTOR OF STUDENT SUPPORT SERVICES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF STUDENT SUPPORT SERVICES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF STUDENT SUPPORT SERVICES from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. COMPENSATION.

a. For the 2017-2018 school year, the DIRECTOR OF STUDENT SUPPORT SERVICES shall receive an annual salary of \$137,916.00, to be paid in monthly payments, subject to all regular withholdings. The DIRECTOR OF STUDENT SUPPORT SERVICES is eligible for a longevity payment of \$3,000.00 for the 2017-2018 year.

b. The DIRECTOR OF STUDENT SUPPORT SERVICES is exempt from overtime law

3. BENEFITS. At PCHS's expense, the DIRECTOR OF STUDENT SUPPORT SERVICES shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. DUTIES. The DIRECTOR OF STUDENT SUPPORT SERVICES shall perform the duties of DIRECTOR OF STUDENT SUPPORT SERVICES as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF STUDENT SUPPORT SERVICES may be altered from time to time by the Board.

5. WORK YEAR. The DIRECTOR OF STUDENT SUPPORT SERVICES shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. EVALUATION. DIRECTOR OF STUDENT SUPPORT SERVICES should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF STUDENT SUPPORT SERVICES and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF STUDENT SUPPORT SERVICES for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:

- a. mutual written agreement of the parties;
- b. retirement, legal incapacity or death of the DIRECTOR OF STUDENT SUPPORT SERVICES;

- c. Charter revocation;
- d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF STUDENT SUPPORT SERVICES as severance;
- e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF STUDENT SUPPORT SERVICES of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF STUDENT SUPPORT SERVICES shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF STUDENT SUPPORT SERVICES shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF STUDENT SUPPORT SERVICES chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF STUDENT SUPPORT SERVICES shall bear any cost therein involved. The DIRECTOR OF STUDENT SUPPORT SERVICES shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF STUDENT SUPPORT SERVICES on paid administrative leave.

Upon termination for cause, the DIRECTOR OF STUDENT SUPPORT SERVICES shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

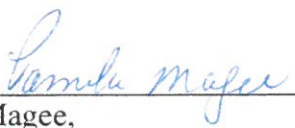
Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF STUDENT SUPPORT SERVICES will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation


By:



Dr. Pamela Magee,
Executive Director/Principal

6/22/2017

Date



Mary Bush
Director of Student Support Services

7/5/17

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF STUDENT SUPPORT SERVICES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The C DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
 - September 1 CA Admission Day observed
 - September 4 Labor Day
 - November 10 Veteran's Day
 - November 23 Thanksgiving Day
 - November 24 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 29 New Year's Eve observed
 - January 1 New Year's Day
 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The DIRECTOR OF STUDENT SUPPORT SERVICES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF STUDENT SUPPORT SERVICES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and TAMI CHRISTOPHER- HOOKER

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and TAMI CHRISTOPHER-HOOKER (hereinafter referred to as the "DIRECTOR OF ADMISSIONS AND ATTENDANCE").

R E C I T A L S

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ADMISSIONS AND ATTENDANCE to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ADMISSIONS AND ATTENDANCE by way of this Agreement and the DIRECTOR OF ADMISSIONS AND ATTENDANCE is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ADMISSIONS AND ATTENDANCE and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ADMISSIONS AND ATTENDANCE from July 1, 2018 to June 30, 2021 (three year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**
 - a. For the 2018-2019 school year, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall receive an annual salary of \$107,807.00 (Step 1), to be paid in monthly payments, subject to all regular withholdings.
 - b. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is exempt from overtime law
3. **BENEFITS.** At PCHS's expense, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
4. **DUTIES.** The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall perform the duties of DIRECTOR OF ADMISSIONS AND ATTENDANCE as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF ADMISSIONS AND ATTENDANCE may be altered from time to time by the Board.
5. **WORK YEAR.** The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
6. **EVALUATION.** DIRECTOR OF ADMISSIONS AND ATTENDANCE should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2019, 2020, and 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF ADMISSIONS, ATTENDANCE, AND ALTERNATIVE PROGRAMS and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the DIRECTOR OF ADMISSIONS AND ATTENDANCE for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;

- b. retirement, legal incapacity or death of the DIRECTOR OF ADMISSIONS AND ATTENDANCE;
- c. Charter revocation;
- d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF ADMISSIONS AND ATTENDANCE as severance;
- e. discharge from at-will employment without severance, for cause.

Acceptance by the DIRECTOR OF ADMISSIONS AND ATTENDANCE of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF ADMISSIONS AND ATTENDANCE chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall bear any cost therein involved. The DIRECTOR OF ADMISSIONS AND ATTENDANCE shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF ADMISSIONS AND ATTENDANCE on paid administrative leave.

Upon termination for cause, the DIRECTOR OF ADMISSIONS AND ATTENDANCE shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ADMISSIONS AND ATTENDANCE will terminate at the end of the

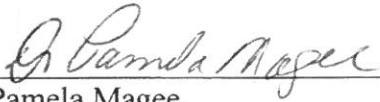
term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. SIGNATURES. We affix our signatures to this Agreement with the full and complete

understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:



Dr. Pamela Magee,
Executive Director/Principal

6-20-18

Date



Ms. Tami Christopher-Hooker
Director of Admissions and Attendance

6-20-18

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ADMISSIONS AND ATTENDANCE has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2018-2019 school year, these dates include:
 - July 4 Independence Day
 - August 31 CA Admission Day (observed)
 - September 3 Labor Day
 - November 12 Veteran's Day (observed)
 - November 22 Thanksgiving Day
 - November 23 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 21 Martin Luther King Jr. Day
 - February 18 President's Day
 - May 27 Memorial Day
5. The DIRECTOR OF ADMISSIONS AND ATTENDANCE is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF ADMISSIONS AND ATTENDANCE may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and RUSSEL HOWARD

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and RUSSEL HOWARD (hereinafter referred to as the "DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY by way of this Agreement and the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified

herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. COMPENSATION.

a. For the 2017-2018 school year, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall receive an annual salary of \$137,916.00, to be paid in monthly payments, subject to all regular withholdings. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is eligible for the \$3,000.00 longevity stipend.

b. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is exempt from overtime law

3. BENEFITS. At PCHS's expense, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. DUTIES. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall perform the duties of DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY may be altered from time to time by the Board.

5. WORK YEAR. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. EVALUATION. DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
- a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF DISCIPLINE, ACTIVITIES, AND ATHLETICS chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall bear any cost therein involved. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY on paid administrative leave.

Upon termination for cause, the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided

in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

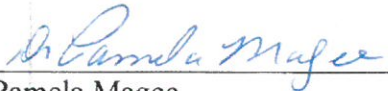
Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

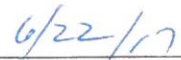
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

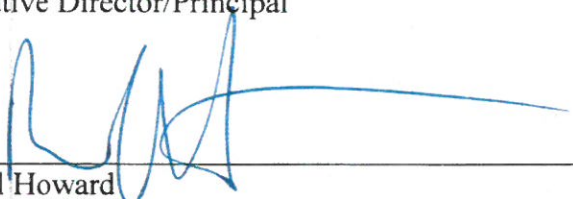
PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

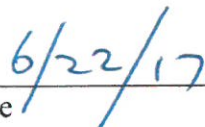


Dr. Pamela Magee,
Executive Director/Principal


Date



Russel Howard
Director of Discipline, Activities, Athletics, and Security


Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
 - September 1 CA Admission Day observed
 - September 4 Labor Day
 - November 10 Veteran's Day
 - November 23 Thanksgiving Day
 - November 24 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 29 New Year's Eve observed
 - January 1 New Year's Day
 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF DISCIPLINE, ACTIVITIES, ATHLETICS, AND SECURITY may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and MONICA IANNESSA

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and MONICA IANNESSA (hereinafter referred to as the "DIRECTOR OF ACADEMIC ACHIEVEMENT").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ACADEMIC ACHIEVEMENT to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ACADEMIC ACHIEVEMENT by way of this Agreement and the DIRECTOR OF ACADEMIC ACHIEVEMENT is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ACADEMIC ACHIEVEMENT and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ACADEMIC ACHIEVEMENT from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. COMPENSATION.

- a. For the 2017-2018 school year, the DIRECTOR OF ACADEMIC ACHIEVEMENT shall receive an annual salary of \$137,916.00, to be paid in monthly payments, subject to all regular withholdings.
- b. The DIRECTOR OF ACADEMIC ACHIEVEMENT is exempt from overtime law

3. BENEFITS. At PCHS's expense, the DIRECTOR OF ACADEMIC ACHIEVEMENT shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. DUTIES. The DIRECTOR OF ACADEMIC ACHIEVEMENT shall perform the duties of DIRECTOR OF ACADEMIC ACHIEVEMENT as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF ACADEMIC ACHIEVEMENT may be altered from time to time by the Board.

5. WORK YEAR. The DIRECTOR OF ACADEMIC ACHIEVEMENT shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. EVALUATION. DIRECTOR OF ACADEMIC ACHIEVEMENT should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF ACADEMIC ACHIEVEMENT and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF ACADEMIC ACHIEVEMENT for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:

- a. mutual written agreement of the parties;
- b. retirement, legal incapacity or death of the DIRECTOR OF ACADEMIC ACHIEVEMENT;

- c. Charter revocation;
- d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF ACADEMIC ACHIEVEMENT as severance;
- e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF ACADEMIC ACHIEVEMENT of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF ACADEMIC ACHIEVEMENT shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF ACADEMIC ACHIEVEMENT shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF ACADEMIC ACHIEVEMENT chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF ACADEMIC ACHIEVEMENT shall bear any cost therein involved. The DIRECTOR OF ACADEMIC ACHIEVEMENT shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF ACADEMIC ACHIEVEMENT on paid administrative leave.

Upon termination for cause, the DIRECTOR OF ACADEMIC ACHIEVEMENT shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

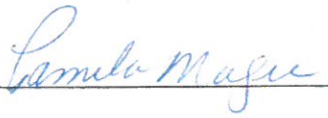
Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ACADEMIC ACHIEVEMENT will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

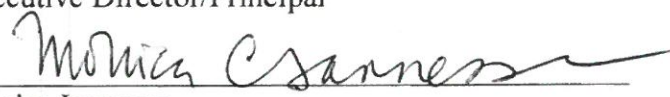
17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:


Dr. Pamela Magee,
Executive Director/Principal

6/22/2017
Date


Monica Iannessa
Director of Academic Achievement

6/22/2017
Date

ATTACHMENT A: BENEFIT DESCRIPTION

1. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ACADEMIC ACHIEVEMENT has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
 - September 1 CA Admission Day observed
 - September 4 Labor Day
 - November 10 Veteran's Day
 - November 23 Thanksgiving Day
 - November 24 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 29 New Year's Eve observed
 - January 1 New Year's Day
 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The DIRECTOR OF ACADEMIC ACHIEVEMENT is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF ACADEMIC ACHIEVEMENT may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and CHRISTOPHER LEE

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and CHRISTOPHER LEE (hereinafter referred to as the "DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES by way of this Agreement and the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES from July 1, 2018 to June 30, 2021 (three year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. **COMPENSATION.**
 - a. For the 2018-2019 school year, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall receive an annual salary of \$130,807.00 (Step 5), to be paid in monthly payments, subject to all regular withholdings.
 - b. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is exempt from overtime law
3. **BENEFITS.** At PCHS's expense, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
4. **DUTIES.** The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall perform the duties of DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES may be altered from time to time by the Board.
5. **WORK YEAR.** The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
6. **EVALUATION.** DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2019, 2020, and 2021. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
7. **EXPENSE REIMBURSEMENT.** PCHS shall reimburse the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
- a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall bear any cost therein involved. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES on paid administrative leave.

Upon termination for cause, the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By: Dr. Pamela Magee

Dr. Pamela Magee,
Executive Director/Principal

6/20/18

Date

Dr. Christopher Lee

Dr. Christopher Lee
Director of Academic Planning and Guidance Services

6/20/18

Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2018-2019 school year, these dates include:
 - July 4 Independence Day
 - September 3 Labor Day
 - September 10 CA Admission Day (observed)
 - November 12 Veteran's Day (observed)
 - November 22 Thanksgiving Day
 - November 23 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 31 New Year's Eve
 - January 1 New Year's Day
 - January 21 Martin Luther King Jr. Day
 - February 18 President's Day
 - May 27 Memorial Day
5. The DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF ACADEMIC PLANNING AND GUIDANCE SERVICES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and AMY NGUYEN

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and AMY NGUYEN (hereinafter referred to as the "DIRECTOR OF HUMAN RESOURCES").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF HUMAN RESOURCES to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF HUMAN RESOURCES by way of this Agreement and the DIRECTOR OF HUMAN RESOURCES is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF HUMAN RESOURCES and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF HUMAN RESOURCES from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. COMPENSATION.

a. For the 2017-2018 school year, the DIRECTOR OF HUMAN RESOURCES shall receive an annual salary of \$112,519.00, to be paid in monthly payments, subject to all regular withholdings.

b. The DIRECTOR OF HUMAN RESOURCES is exempt from overtime law

3. BENEFITS. At PCHS's expense, the DIRECTOR OF HUMAN RESOURCES shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. DUTIES. The DIRECTOR OF HUMAN RESOURCES shall perform the duties of DIRECTOR OF HUMAN RESOURCES as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF HUMAN RESOURCES may be altered from time to time by the Board.

5. WORK YEAR. The DIRECTOR OF HUMAN RESOURCES shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. EVALUATION. DIRECTOR OF HUMAN RESOURCES should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF HUMAN RESOURCES and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF HUMAN RESOURCES for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:

- a. mutual written agreement of the parties;
- b. retirement, legal incapacity or death of the DIRECTOR OF HUMAN RESOURCES;
- c. Charter revocation;
- d. early termination of at-will employment by PCHS without cause in which event a

gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF HUMAN RESOURCES as severance;

- e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF HUMAN RESOURCES of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF HUMAN RESOURCES shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF HUMAN RESOURCES shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF HUMAN RESOURCES chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF HUMAN RESOURCES shall bear any cost therein involved. The DIRECTOR OF HUMAN RESOURCES shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF HUMAN RESOURCES on paid administrative leave.

Upon termination for cause, the DIRECTOR OF HUMAN RESOURCES shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF HUMAN RESOURCES will terminate at the end of the term of the agreement and no additional notice is required.

- 9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter

hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

10. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
11. **JURISDICTION.** The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. **ARBITRATION OF DISPUTES.** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. **COUNTERPART EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. **SIGNATURES.** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Pamela Magee

Dr. Pamela Magee,
Executive Director/Principal

6/22/2017
Date

Amy Nguyen

Amy Nguyen
Director of Human Resources

6/22/17
Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF HUMAN RESOURCES is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF HUMAN RESOURCES is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF HUMAN RESOURCES has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF HUMAN RESOURCES is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF HUMAN RESOURCES is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
 - September 1 CA Admission Day observed
 - September 4 Labor Day
 - November 10 Veteran's Day
 - November 23 Thanksgiving Day
 - November 24 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 29 New Year's Eve observed
 - January 1 New Year's Day
 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The DIRECTOR OF HUMAN RESOURCES is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF HUMAN RESOURCES may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and DONALD H. PARCELL

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and DONALD H. PARCELL (hereinafter referred to as the "DIRECTOR OF OPERATIONS").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the DIRECTOR OF OPERATIONS to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the DIRECTOR OF OPERATIONS by way of this Agreement and the DIRECTOR OF OPERATIONS is qualified to perform such duties; and

WHEREAS, the DIRECTOR OF OPERATIONS and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the DIRECTOR OF OPERATIONS from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.

2. COMPENSATION.

a. For the 2017-2018 school year, the DIRECTOR OF OPERATIONS shall receive an annual salary of \$137,916.00, to be paid in monthly payments, subject to all regular withholdings.

b. The DIRECTOR OF OPERATIONS is exempt from overtime law

3. BENEFITS. At PCHS's expense, the DIRECTOR OF OPERATIONS shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).

4. DUTIES. The DIRECTOR OF OPERATIONS shall perform the duties of DIRECTOR OF OPERATIONS as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the DIRECTOR OF OPERATIONS may be altered from time to time by the Board.

5. WORK YEAR. The DIRECTOR OF OPERATIONS shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.

6. EVALUATION. DIRECTOR OF OPERATIONS should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1 for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the DIRECTOR OF OPERATIONS and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.

7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the DIRECTOR OF OPERATIONS for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:

- a. mutual written agreement of the parties;
- b. retirement, legal incapacity or death of the DIRECTOR OF OPERATIONS;
- c. Charter revocation;
- d. early termination of at-will employment by PCHS without cause in which event a

gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the DIRECTOR OF OPERATIONS as severance;

- e. discharge from at-will employment without severance, for cause.

Acceptance by DIRECTOR OF OPERATIONS of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the DIRECTOR OF OPERATIONS shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The DIRECTOR OF OPERATIONS shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the DIRECTOR OF OPERATIONS chooses to be accompanied by legal counsel at such meeting, the DIRECTOR OF OPERATIONS shall bear any cost therein involved. The DIRECTOR OF OPERATIONS shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the DIRECTOR OF OPERATIONS on paid administrative leave.

Upon termination for cause, the DIRECTOR OF OPERATIONS shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the DIRECTOR OF OPERATIONS will terminate at the end of the term of the agreement and no additional notice is required.

- 9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements,

either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.

12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.

13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.

14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

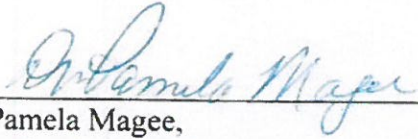
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

17. SIGNATURES. We affix our signatures to this Agreement with the full and complete

understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:



Dr. Pamela Magee,
Executive Director/Principal

7/7/2017
Date



Donald H. Parcell
Director of Operations

7/7/2017
Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The DIRECTOR OF OPERATIONS is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The DIRECTOR OF OPERATIONS is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, DIRECTOR OF OPERATIONS has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The DIRECTOR OF OPERATIONS is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The DIRECTOR OF OPERATIONS is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
 - July 4 Independence Day
 - September 1 CA Admission Day observed
 - September 4 Labor Day
 - November 10 Veteran's Day
 - November 23 Thanksgiving Day
 - November 24 Friday after Thanksgiving
 - December 25 Christmas Day
 - December 29 New Year's Eve observed
 - January 1 New Year's Day
 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The DIRECTOR OF OPERATIONS is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. DIRECTOR OF OPERATIONS may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and GREGORY WOOD

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and GREGORY WOOD (hereinafter referred to as the "CHIEF BUSINESS OFFICER").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the CHIEF BUSINESS OFFICER to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the CHIEF BUSINESS OFFICER by way of this Agreement and the CHIEF BUSINESS OFFICER is qualified to perform such duties; and

WHEREAS, the CHIEF BUSINESS OFFICER and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the CHIEF BUSINESS OFFICER from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.
2. **COMPENSATION.**
 - a. For the 2017-2018 school year, the CHIEF BUSINESS OFFICER shall receive an annual salary of \$144,961.00, to be paid in monthly payments, subject to all regular withholdings. The CHIEF BUSINESS OFFICER is eligible for a longevity payment of \$3,000.00 for the 2017-2018 year.



Employment Agreement Between PALISADES CHARTER HIGH SCHOOL and GREGORY WOOD

THIS AGREEMENT ("Agreement") is made and entered into as of the date fully executed by and between the Board of Trustees ("Board") of Palisades Charter High School ("PCHS"), a California Non-Profit Public Benefit Corporation and GREGORY WOOD (hereinafter referred to as the "CHIEF BUSINESS OFFICER").

RECITALS

WHEREAS, PCHS is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, PCHS is authorized pursuant to its Articles of Incorporation and By-Laws to appoint and hire the CHIEF BUSINESS OFFICER to assist the Executive Director/Principal and to carry out the duties and functions of the position as directed by the Executive Director/Principal and/or the Board; and

WHEREAS, PCHS desires to retain the services of the CHIEF BUSINESS OFFICER by way of this Agreement and the CHIEF BUSINESS OFFICER is qualified to perform such duties; and

WHEREAS, the CHIEF BUSINESS OFFICER and PCHS desire to formalize the employment relationship by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM.** PCHS hereby employs the CHIEF BUSINESS OFFICER from July 1, 2017 to June 30, 2020 (multi-year contract), according to the terms and conditions set forth in the Charter, or as specified herein. In the event of a conflict between the provisions of this agreement and the charter, the provisions of this agreement shall prevail.
2. **COMPENSATION.**
 - a. For the 2017-2018 school year, the CHIEF BUSINESS OFFICER shall receive an annual salary of \$144,961.00, to be paid in monthly payments, subject to all regular withholdings. The CHIEF BUSINESS OFFICER is eligible for a longevity payment of \$3,000.00 for the 2017-2018 year.

b. The CHIEF BUSINESS OFFICER is exempt from overtime law

3. BENEFITS. At PCHS's expense, the CHIEF BUSINESS OFFICER shall be afforded the health and welfare benefits of employment listed in the attached Benefit Description (Attachment A).
4. DUTIES. The CHIEF BUSINESS OFFICER shall perform the duties of CHIEF BUSINESS OFFICER as directed by the Principal and Chief Administrative Officer, the Articles of Incorporation and By-Laws, prescribed by the Charter, or as specified in the attached job description. This description and the job duties for the CHIEF BUSINESS OFFICER may be altered from time to time by the Board.
5. WORK YEAR. The CHIEF BUSINESS OFFICER shall be required to work throughout the calendar year in accordance with the School Calendar. The annual work year will be two hundred forty-one (241) paid days, with 12 holidays and two hundred twenty-nine (229) work days.
6. EVALUATION. CHIEF BUSINESS OFFICER should meet regularly with his/her supervisor, and should receive ongoing performance feedback. In addition, more formal performance evaluations will be conducted annually on or before June 1st for 2018, 2019 and 2020. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. A copy of the written evaluation shall be delivered to the CHIEF BUSINESS OFFICER and he/she shall have the right to make an oral or written response to the evaluation.

Failure to evaluate the Employee shall not prevent PCHS from releasing the Employee in accordance with this Agreement.
7. EXPENSE REIMBURSEMENT. PCHS shall reimburse the CHIEF BUSINESS OFFICER for all documented actual and necessary expenses personally incurred by him/her within the scope of his/her employment, subject to Board approval, in accordance with applicable PCHS policy and authorization.
8. TERMINATION OF AGREEMENT. This Agreement may be terminated prior to the end of its term as a result of any of the following events:
 - a. mutual written agreement of the parties;
 - b. retirement, legal incapacity or death of the CHIEF BUSINESS OFFICER;
 - c. Charter revocation;
 - d. early termination of at-will employment by PCHS without cause in which event a gross taxable sum equivalent to twelve (12) weeks of salary (subject to all regular withholding) and benefits shall be paid to the CHIEF BUSINESS OFFICER as severance;
 - e. discharge from at-will employment without severance, for cause.

Acceptance by CHIEF BUSINESS OFFICER of the severance payment pursuant to Section 8(d) shall constitute the sole amount owing and paid in the event of termination

of this agreement without cause.

The bases for discharge for cause may include but are not limited to conduct such as neglect of duty, incompetence, breach of contract, dishonesty, disclosure of confidential information, unprofessional conduct, insubordination, violation of law or conviction of any felony or other criminal offense, or any failure of good conduct that might be likely to affect PCHS negatively.

Prior to discharge for cause, the CHIEF BUSINESS OFFICER shall be provided with a statement of charges and given an opportunity to respond orally or in writing to such charges. The CHIEF BUSINESS OFFICER shall be entitled to appear personally before the Board to present any evidence or testimony to contest the statement of charges. If the CHIEF BUSINESS OFFICER chooses to be accompanied by legal counsel at such meeting, the CHIEF BUSINESS OFFICER shall bear any cost therein involved. The CHIEF BUSINESS OFFICER shall be provided a written decision setting forth the decision of the Board. The decision of the Board shall be final and this Agreement will terminate as of the date of that decision.

During the pendency of disciplinary proceedings, the Board reserves the right to place the CHIEF BUSINESS OFFICER on paid administrative leave.

Upon termination for cause, the CHIEF BUSINESS OFFICER shall receive his/her proportionate compensation to the effective date of termination, along with his/her rights to other benefits as governed by any applicable plans, programs or policies such as health benefits, etc.

The termination for cause provisions of this Section shall not be construed as an agreement to terminate employment only for cause, but rather are intended to provide a mechanism for termination from employment without the payment of severance provided in Section 8(d).

In the event of Charter revocation, all contractual obligations under this Agreement cease immediately upon the effective date of revocation.

Unless the agreement is terminated prior to the end of its term pursuant to this Section or the term is extended in writing in accordance with Section 12, the employment of the CHIEF BUSINESS OFFICER will terminate at the end of the term of the agreement and no additional notice is required.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
10. WAIVER. Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the

silence or from the failure of any party to act, except as otherwise specified in this Agreement.

11. JURISDICTION. The parties hereby understand and agree that this Agreement, including the attachments hereto, has been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.
12. AMENDMENTS. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.
13. ARBITRATION OF DISPUTES. The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorney's fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order of the Arbitrator may be entered as a judgment of the Superior Court.
14. INTERPRETATION AND OPPORTUNITY TO COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.
15. SEVERABILITY. If any term, provision, condition or covenant of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
17. SIGNATURES. We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

PALISADES CHARTER HIGH SCHOOL, a California Non-Profit Public Benefit Corporation

By:

Dr. Pamela Magee
Dr. Pamela Magee,
Executive Director/Principal

Greg Wood
Greg Wood
Chief Business Officer

6/22/2017
Date

6/22/2017
Date

**ATTACHMENT A:
BENEFIT DESCRIPTION**

1. The CHIEF BUSINESS OFFICER is entitled to participate in PERS or STRS, in accordance with their requirements.
2. The CHIEF BUSINESS OFFICER is entitled to participate in PCHS provided health and welfare benefits including but not limited to medical, dental, vision and life insurance. In addition, CHIEF BUSINESS OFFICER has the opportunity to enroll in other health and welfare benefits including but not limited to additional life insurance, pre-tax savings programs, 403(B), discount programs, etc. PCHS reserves the right to change benefits providers or packages as necessary, while still ensuring compliance with the employee benefits section of the Palisades Charter High School Charter.
3. The CHIEF BUSINESS OFFICER is entitled to leaves of absence in accordance with applicable Federal and State law, including but not limited to Family Medical Leave Act (FMLA), State Disability Insurance (SDI), Paid Family Leave (PFL), Pregnancy Disability Leave (PDL), etc.
4. The CHIEF BUSINESS OFFICER is entitled to Paid Holidays of 12 days annually during the term in keeping with the adopted annual school calendar. Holidays must be used on the day assigned, and unused holidays will not roll over or be paid out at contract termination. During the 2017-2018 school year, these dates include:
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 - November 24 Friday after Thanksgiving
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 - January 15 Martin Luther King Jr. Day
 - February 19 President's Day
 - May 28 Memorial Day
5. The CHIEF BUSINESS OFFICER is entitled to paid sick days of 12 days annually during the term. Paid sick days accrue at a rate consistent with days worked. CHIEF BUSINESS OFFICER may borrow against the contract year's paid sick days, but if he/she terminates his/her contract prior to contract end date, used, unaccrued days must be paid back to Palisades Charter High School. Unused paid sick days will roll over as outlined by STRS and PERS, but will not be paid out at contract termination.

EDP CONTRACT



PALISADES

CHARTER HIGH SCHOOL

FOURTH AMENDMENT
TO CONTRACT FOR EMPLOYMENT
OF EXECUTIVE DIRECTOR/PRINCIPAL
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
DR. PAMELA A. MAGEE

This AMENDMENT is made and entered into this 19th day of June, 2018, by and between the Board of Trustees of Palisades Charter High School ("Board") and Dr. Pamela A. Magee (Dr. Magee").

WHEREAS, the Board and Dr. Magee entered into a Contract for Employment of Principal & Chief Administrative Officer ("Contract") on June 12, 2011; and

WHEREAS, the Board and Dr. Magee amended the Contract on January 20, 2015 reflecting a four-year term of employment, commencing July 1, 2014 through June 30, 2018; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 28, 2016 reflecting (among other things) an additional one-year term of employment, commencing July 1, 2018 through June 30, 2019; and

WHEREAS, the Board and Dr. Magee amended the Contract on June 19, 2017 reflecting (among other things) an additional one-year term of employment, commencing July 1, 2019 through June 30, 2020; and

WHEREAS, the Contract provides that the Board may extend the contract for an additional year upon Dr. Magee receiving a satisfactory performance evaluation by the Board; and

WHEREAS, for the 2017-18 school year, Dr. Magee received an evaluation of "Satisfactory" or "Outstanding" from the Board; and

WHEREAS, the Board wishes to exercise its discretion to extend the Contract for a period of one year for this current evaluation, and to incorporate additional amendments to the Contract.

NOW THEREFORE it is hereby agreed as follows:

1. All of the foregoing recitals are true and correct.
2. Section 2 of the Contract, entitled Term of Employment, is modified to reflect an additional year through June 30, 2021.



PALISADES

CHARTER HIGH SCHOOL

3. All other provisions of the June 12, 2011 Contract, the January 20, 2015 Amendment, the June 28, 2016 Amendment, and the June 19, 2017 Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Amendment to the Contract for Employment of the Executive Director/Principal, effective June 19, 2018.

FOR THE BOARD OF TRUSTEES OF
PALISADES CHARTER HIGH SCHOOL

LSW ✓ 6/21/18
Leslie Woolley, President Date

Dr. Pamela A. Magee 6/21/18
Dr. Pamela A. Magee Date

**AMENDMENT
TO CONTRACT FOR EMPLOYMENT
OF PRINCIPAL & CHIEF ADMINISTRATIVE OFFICER
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
DR. PAMELA A. MAGEE**

This AMENDMENT is made and entered into this 20th day of January, 2015, by and between the Board of Trustees of Palisades Charter High School ("Board") and Dr. Pamela A. Magee (Dr. Magee").

WHEREAS, the Board and Dr. Magee entered into a Contract for Employment of Principal and Chief Administrative Officer ("Contract") on June 12, 2011; and

WHEREAS, the term of the Contract was for four (4) years, from July 1, 2011 through June 30, 2015; and

WHEREAS, the Contract provides that the Board may extend the contract for an additional year upon Dr. Magee receiving a satisfactory performance evaluation by the Board; and

WHEREAS, for the 2011-12 school year, the 2012-13 school year, and the 2013-14 school year Dr. Magee received an evaluation of "Outstanding" from the Board; and

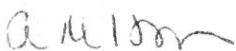
WHEREAS, the Board wishes to exercise its discretion to extend the Contract, for a period of one year for each of these three evaluations.

NOW THEREFORE it is hereby agreed as follows:

1. All of the foregoing recitals are true and correct.
2. Section 2 of the Contract, entitled Term of Employment, is modified to reflect a four-year term of employment, commencing July 1, 2014 through June 30, 2018.
3. All other provisions of the June 12, 2011 Contract shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Amendment to the Contract for Employment of Principal and Chief Administrative Officer, effective January 20, 2015.

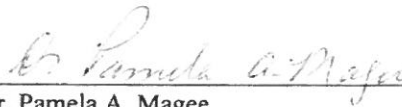
FOR THE BOARD OF TRUSTEE OF
PALISADES CHARTER HIGH SCHOOL



Allison Holdorff-Polhill, President

1/20/15

Date



Dr. Pamela A. Magee

1/20/15

Date

**CONTRACT FOR EMPLOYMENT OF
PRINCIPAL & CHIEF ADMINISTRATIVE OFFICER
BETWEEN
PALISADES CHARTER HIGH SCHOOL
AND
DR. PAMELA A. MAGEE**

This Contract is hereby made and entered into as of June 12, 2011, by and between the BOARD OF TRUSTEES ("Board") of the PALISADES CHARTER HIGH SCHOOL ("PCHS") and DR. PAMELA A. MAGEE ("Principal & CAO" or "Dr. Magee").

NOW, THEREFORE, it is hereby agreed as follows:

1. **Principal and Chief Administrative Officer**

Dr. Magee is hereby employed as PCHS's Principal and Chief Administrative Officer, reporting directly to the Board. Until the Charter is amended to reflect Dr. Magee's new title, she shall exercise the authority vested by the Charter in the Executive Director and the Principal.

2. **Term of Employment**

Subject to Section 9, below, the term of this Contract shall be for a period of four (4) years, commencing July 1, 2011, through June 30, 2015. The contract may, at the Board's discretion, be extended for an additional year upon the Principal & CAO's receiving a satisfactory performance evaluation by the Board.

3. **General Terms and Conditions of Employment**

This Contract is subject to all applicable laws, rules, and regulations of the State of California, the California State Board of Education, the Los Angeles Unified School District, and PCHS's Charter. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

4. **Powers and Duties**

The Principal & CAO shall perform all of her powers and duties in accordance with applicable laws, rules, and regulations, the policies adopted by the Board (including the Governance Policies), and the published position description for the Principal and Chief Administrative Officer. All powers and duties legally delegated to the Principal & CAO are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Principal & CAO's duties and functions shall include those specified in Appendix A, attached hereto and incorporated herein.

The Principal & CAO is exempt from state and federal overtime law.

5. **Evaluation**

In communication with the Board, PCHS personnel, and the community, the Principal & CAO shall facilitate the development of annual institutional goals for Board approval. This process shall take place before the beginning of each school year.

The Board shall formally evaluate and assess in writing the performance of the Principal & CAO at least once a year. The annual evaluation shall be in writing and shall be completed by July 30, 2012, and, thereafter, by July 30 of each subsequent year, for the immediately preceding school year, unless another date is agreed upon by the Board and the Principal & CAO. The Board shall establish a special meeting to discuss the evaluation with the Principal & CAO. The Principal & CAO's evaluation shall be based upon the duties outlined in this Contract, including Board-adopted priority tasks, and PCHS's attainment of its annual institutional goals and any other goals and objectives established by the Board in consultation with the Principal & CAO.

6. **Compensation/Salary**

- A. Effective July 1, 2011, the annual base salary of the Principal & CAO shall be One Hundred and Sixty Thousand Dollars (\$160,000), subject to all regular withholdings, and paid in twelve (12) equal monthly installments.

Effective July 1, 2012, and on each subsequent July 1 through 2016, the Principal & CAO shall receive a five percent (5%) salary adjustment, contingent on receiving a satisfactory evaluation from the Board for the immediately preceding school year, which raise shall be withheld and paid retroactively following the conclusion of the evaluation. The Board reserves the right to further adjust salary or benefits for any period of this Contract.

Except as herein provided, any adjustment in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination of this Contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

- B. The Principal & CAO shall receive a doctoral stipend in the amount of One Thousand Five Hundred Dollars (\$1,500) per annum.

7. **Professional Schedule and Vacation and Fringe Benefits**

- A. The Principal & CAO shall be required to render twelve (12) months full and regular service to PCHS, during each annual period covered by this contract or a portion thereof, provided, however, that the Principal & CAO shall be entitled to twenty-four (24) days of annual vacation with pay, exclusive of Board approved school holidays for management employees of PCHS, resulting in 224 work days.

At the end of each school year, the Principal & CAO may "cash out" no more than ten (10) days of earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

Earned and unused vacation shall be carried over from year to year. In no event, however, shall the Principal & CAO accrue any vacation days in excess of thirty-six (36). Upon separation from PCHS, the Principal & CAO shall be compensated for any earned and unused vacation at the salary rate effective during the school year in which the vacation credit was earned.

The Board encourages the use of vacation time for its intended purpose of providing rest or recreation to the Principal & CAO and reserves the right to insist that the Principal & CAO take such vacation in the event of excessive accumulation.

- B. The Principal & CAO shall be provided with one (1) day per month sick leave, credited in advance for her current year's sick leave entitlement upon initial employment with PCHS. Earned sick leave may be accrued and accumulated in accordance with STRS rules and will not be paid out upon termination.
- C. The Principal & CAO shall be provided all fringe benefits that are provided to PCHS certificated management personnel.

8. **Professional Development**

- A. Professional Activities. The Board encourages the Principal & CAO to participate in professional organizations and activities. PCHS shall pay the Principal & CAO's membership dues in ACSA (Association of California School Administrators) and other relevant local, state, or national organizations, as approved by the Board.
- B. Professional Meetings. The Principal & CAO may attend professional meetings at the local, county, state, and national levels, and all actual and necessary expenses of attendance shall be paid by PCHS, subject to prior Board approval of any such expense in excess of One Thousand Dollars (\$1,000).
- C. Outside Professional Activities. The Principal & CAO may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Principal & CAO's performance of her duties, and subject to prior Board approval.

9. **Termination of Contract**

This Contract may be terminated in the following ways:

- A. **Termination by Mutual Consent**. The Board and Principal & CAO may, by mutual agreement expressed in writing, terminate this Contract at any time.

- B. Termination by the Board. The Board unilaterally and without cause or advance notice may terminate this Contract and the Principal & CAO's employment. In consideration for the Board's right to terminate this Contract without cause, the Board shall pay the Principal & CAO a sum equivalent to the lesser of twelve (12) month's salary and health benefit premiums or the amounts due during the remainder of the Contract.
- C. Termination for Cause. This Contract and the Principal & CAO's employment may be terminated by the Board at any time for cause, upon breach of this Contract. The Board shall not terminate this Contract under this section until a written statement of the grounds for termination has first been served upon the Principal & CAO. In lieu of any other hearing, the Principal & CAO shall then be entitled to a conference with the Board within ten (10) work days, at which time the Principal & CAO shall be given a reasonable opportunity to address the Board's concerns. The Principal & CAO shall have the right, at her own expense, to have a representative of her choice at the conference with the Board.
- D. Non-Renewal of Contract. Notwithstanding any other provision of this Contract or the policies and regulations of the Board, the Board may elect, without cause, not to renew this Contract and/or not to re-employ the Principal & CAO upon expiration of this Contract. In such an event, the Board shall provide the Principal & CAO with forty-five (45) days written notice in advance of the expiration of her term of employment. If such a written notice is not provided, the Principal & CAO is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Contract.
- E. Death or Incapacitation. Death or legal incapacitation shall terminate this Contract. In the event the Principal & CAO becomes incapacitated such that, in the Board's judgment, the Principal & CAO can no longer perform the essential functions of her job, with or without reasonable accommodation, the Board may terminate this Contract.
- F. Revocation/Nonrenewal. In the event the PCIS Charter is revoked or not renewed, this Contract and any obligations thereunder shall terminate immediately upon the effective date of the revocation or nonrenewal of the Charter, and without the need for the processes outlined in Sections B or C, above.

10. Entire Agreement

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this Contract, but not contained in this Contract, shall be valid or binding.

11. Waiver

Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party with any term, condition, or requirement set forth in this Contract. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or from the failure of any party to act, except as otherwise specified in this Contract.

12. Jurisdiction

The parties hereby understand and agree that this Contract, and the Appendix hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

13. Amendments

No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing and signed by the authorized representatives of both parties.

14. Interpretation and Opportunity to Counsel

The parties hereto acknowledge and agree that each has been given an opportunity to review this Contract with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein, and any ambiguity shall not be construed against either party.

15. Severability

If any term, provision, condition, or covenant of the Contract shall, to any extent, be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent provided by law.

16. Execution of Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

17. Signatures

In witness therein, we affix our signatures to this Contract with the full and complete understanding of the relationship between the parties hereto.

The Board of Trustees of and on Behalf of PCHS

Dated: 6/15/11

Chair, Board of Trustees

By:

James W. Paleno
James W. Paleno

Dated: 6/15/11

Dr. Pamela A. Mayec
Dr. Pamela A. Mayec,
Principal and Chief Administrative Officer

*This Employment Agreement is subject to ratification and approval
by the PCHS Board of Trustees.*

APPENDIX A

- A. Serve as the Chief Executive Officer of the Palisades Charter High School. The Principal & CAO shall be delegated all powers and duties necessary to the efficient management and administration of PCHS, to the full extent permitted by law and the Charter. To the extent it is not inconsistent with the Charter, the Principal & CAO shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, business, and operational affairs, so as to best serve the mission of PCHS. Organization of personnel, and employment of new personnel, shall be recommended by the Principal & CAO and subject to approval by the Board.
- B. Work with the Board and all PCHS stakeholders, including PCHS personnel, students, parents, and the public, to develop short- and long-range institutional goals with clear criteria for determining effective achievement and evaluating outcomes.
- C. Provide educational leadership to ensure quality teaching and learning.
- D. Provide leadership, guidelines, and directions to ensure implementation of policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs.
- E. Report at least annually to the Board information regarding student learning and an analysis of student learning, student achievement, and test scores.
- F. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.
- G. Evaluate employees directly accountable to the Principal & CAO and oversee the evaluation of other employees in conformance with applicable law, the Charter, and Board policy.
- H. Provide leadership and direction in planning and financing school facilities to meet program, demographic, and enrollment needs.
- I. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated PCHS programs.
- J. Endeavor to maintain and improve her professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.
- K. Establish and maintain an effective community relations program including effective relationships with the media.
- L. Communicate openly, systematically, and in a timely manner with the Board, PCHS personnel, and the community, and promptly inform the Board of significant issues or incidents.

- M. Represent the interests of the Board and PCHS in day-to-day contact with parents, other citizens, community entities, and governmental agencies.
- N. Perform other duties and functions as assigned or required by the Board.